

## **Exhibitor Rules and Regulations**

### ***Assignment of Space***

The National Renewable Energy Laboratory (NREL) shall use its best efforts to assign booth(s) in one of the locations designated by Exhibitor. NREL reserves the rights to change location assignments at any time, as it may in its sole discretion deem necessary.

### ***Cancellation***

Notification of booth space cancellation must be received in writing. Exhibit fee will be refunded in full if exhibition space reservation is canceled by April 6, 2001. After April 6<sup>th</sup> absolutely no refunds will be issued.

### ***General Security***

Uniformed security guards will be provided on the exhibit floor on a 24-hour basis during entire period of the show, including designated set-up and dismantling times. Reasonable efforts will be made to prevent loss. The final responsibility, however, lies with the exhibitor. NREL and/or the Pennsylvania Convention Center Authority (Authority) assume no responsibility for property placed in the Licensed Area of the Convention Center by Exhibitors.

### ***Insurance***

The Exhibitor acknowledges that NREL and the Pennsylvania Convention Center Authority do not maintain or are not responsible for maintaining insurance covering personal injury to the Exhibitor or the Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain insurance covering such losses or damages.

### ***Subletting of Space***

No Exhibitor may assign, sublet or apportion the whole or any part of the space unless authorized by NREL.

### ***Arrangement of Exhibits***

All booth arrangements shall conform in all respects to the dimensional and height and weight requirements as set forth in the Exhibitor Services Kit.

### ***Exhibitor Costs***

Exhibitor fees cover only those items described in the prospectus. Any other booth furnishings and equipment must be contracted through the official exhibit service contractor or the Authority as indicated in the Exhibitor Services Kit.

### ***Compliance with Laws and Rules and Regulations***

Exhibitor agrees that its use of the Licensed Area will comply with all federal, state and local laws, ordinances and regulations. Exhibitor agrees to comply with the policies of NREL and the Authority as contained in the Exhibitor Services Kit, governing the use of the Licensed area and the Convention Center, as amended from time to time. The Authority at all times shall have the right to remove any person from the Licensed Area or Convention Center when necessary to ensure safe and orderly operation of the Convention Center.

### ***Food, Beverage and other Concessions***

The Authority specifically reserves any and all concessions, including without limitation, the dispensing by gift, sale or otherwise of all goods, food, refreshments, alcoholic beverages, programs, souvenirs and sundries. The sale or dispensing of food, beverages or any other concessions by Exhibitor or anyone claiming through Exhibitor shall not be permitted without the prior written approval of NREL or the Authority. Approval may be withheld in the sole discretion of the Authority.

### ***Failure to Hold Exhibition***

NREL shall not be financially obligated or otherwise committed in the event of the Exhibition being canceled or deferred on account of Force Majeure as defined in contractual agreements with the Pennsylvania Convention Center Authority, including: fire or other casualty, strikes, civil disorder, acts of God or any reason beyond the control of the Authority with no liability other than refunding exhibit space fee minus a proportionate share of exposition costs incurred.

### ***Indemnification and Hold Harmless Clause***

Exhibitor agrees that it will indemnify and hold harmless NREL, the U.S. Department of Energy, the Greater Philadelphia Clean Cities Program, the City of Philadelphia Convention and Visitors Bureau, and the Authority (the "Indemnified Parties") from and against all claims, demands, causes of actions, suits, damages, loss, liabilities, expenses, and costs (including reasonable attorney's fees and court costs) on account of injury or damage to person or property to the extent that such damage or injury may be incident

to, arise out of , or be caused, wholly or in part, by an act, omission, or negligence on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, customers, invitees or any other person entering upon the Licensed Area or the Convention Center with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, customers or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, customers or invitees of the Licensed Area or the Convention Center. Such indemnification by Exhibitor of an Indemnified Party shall be effective except to the extent that such damage or injury results from the sole negligence of an Indemnified Party.

\*Full information, instructions and specific regulations regarding exhibits will be sent to you in the Exhibitor Services Kit at a later date. The exhibitor agrees to abide by the rules and regulations of the kit. Section \_\_\_\_\_ governs all rules and regulations for vehicle displays.